

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF
AGREEMENT NO. 81-07

A.G. CONTRACT NO. 81-257

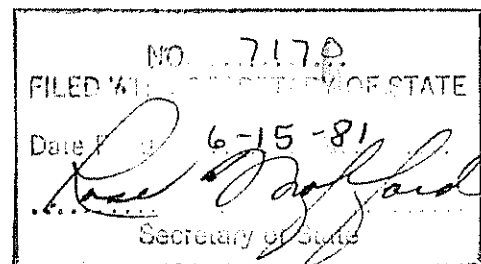
THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF FLAGSTAFF, hereinafter called "CITY".

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by A.R.S. Section 9-672 and by Article I Section 3 of the Charter of the City of Flagstaff to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as "Exhibit A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the CITY OF FLAGSTAFF to enter an agreement covering the maintenance of those certain State Highways known as U.S. Route 66 and 89, Alternate U.S. Route 89, U.S. Route 180, and State Route 79, which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF FLAGSTAFF over those certain streets known as Santa Fe, Humphrey Street, Fort Valley Road, Columbus Avenue and Milton Road which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY OF FLAGSTAFF, as more particularly set forth upon the map attached hereto and marked "Exhibit B", and by reference made a part hereof;

WHEREAS, the STATE, acting by and through its ARIZONA DEPARTMENT OF TRANSPORTATION: shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit B"; and jurisdiction, control and responsibility to include:



- a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, over-width and overheight as prescribed by law.
- e. Removal of snow, sand, rock and other debris caused by slides or other unusual causes. (See exception under City.)
- f. Traffic control devices, including signs, signals, striping and marking (except street name and parking).
- g. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).
- h. Permits for highway right-of-way encroachments and use.

WHEREAS, the CITY OF FLAGSTAFF shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the CITY OF FLAGSTAFF, an amendment to this agreement, which shall include a revised map.

WHEREAS, the CITY OF FLAGSTAFF shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks.
- b. Sprinkling.
- c. Median maintenance.
- d. Median landscaping maintenance (including water).
- e. Street lighting (other than safety lighting).
- f. Street name signs, parking signs and marking in accordance with uniform STATE standards.
- g. Sweeping and cleaning of roadway and curbs.
- h. Roadside and any roadside park or other unique landscaping development under jurisdiction of the STATE (including water).

- i. Snow and ice control on Humphrey Street and from the Junction of U.S. 66 and U.S. A89 to Verde Street.

WHEREAS, the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

WHEREAS, the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked "Exhibit C", and by reference made a part hereof.

WHEREAS, the CITY OF FLAGSTAFF shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY OF FLAGSTAFF will maintain the insurance for the period of this Agreement. A copy of the policy is attached hereto and marked "Exhibit D", and by reference made a part hereof.

WHEREAS, the CITY OF FLAGSTAFF will provide traffic control in accordance with the Department's Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right-of-way.

"This Agreement shall remain in force and effect until termination by either the STATE or the CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement."

This Agreement shall supersede all pervious Street Maintenance Agreements. This does not include existing traffic control devices and lighting or illumination agreements or supplemental roadside development agreements.

All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Arizona Department of Transportation.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

This Agreement shall be filed with the Secretary of State and shall become effective on the _____ day of _____, 1981, but in no event prior to its being filed with the Secretary of State.

Attached to this Agreement and incorporated herein by reference is "Exhibit E", which is a copy of the written determination of the appropriate attorney that the CITY OF FLAGSTAFF is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

by: _____

title: Chief Deputy State Engineer

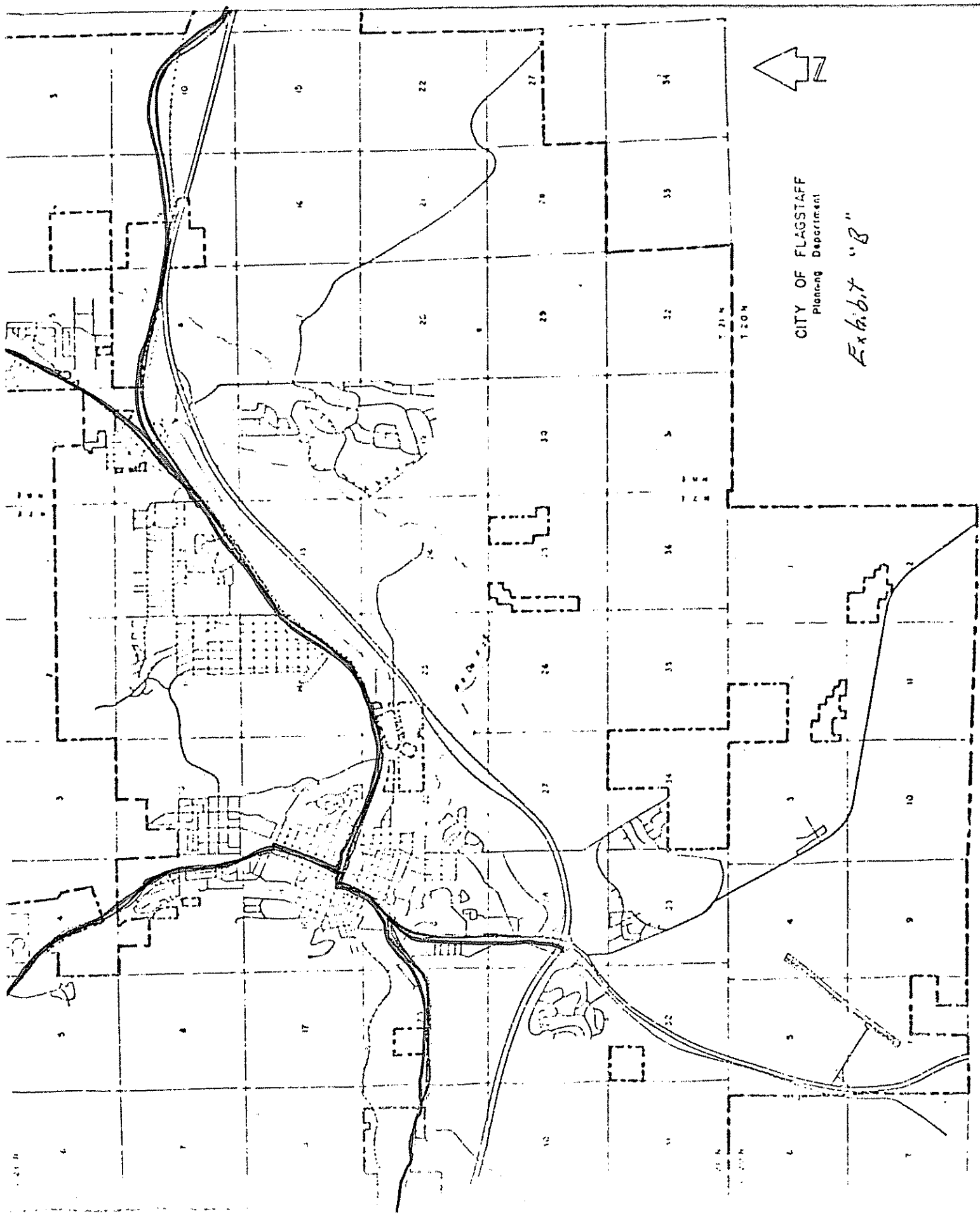
CITY OF FLAGSTAFF

by: _____

title: Mayor

ATTEST:

Linda Butler
City Clerk



CITY OF FLAGSTAFF
Planning Department

Exhibit "B"

ARIZONA HIGHWAY DEPARTMENT

PERMIT DIVISION

Exhibit "C"

AUTHORIZED POSITION OF ADVERTISING SIGNS ALONG STATE HIGHWAY RIGHT-OF-WAY

APPROVED BY
STATE HIGHWAY COMMISSION

DATE 2-29-60

NOTE -

ENCROACHMENTS NOT
PERMITTED ALONG
INTERSTATE HIGHWAY
SYSTEM R/W.

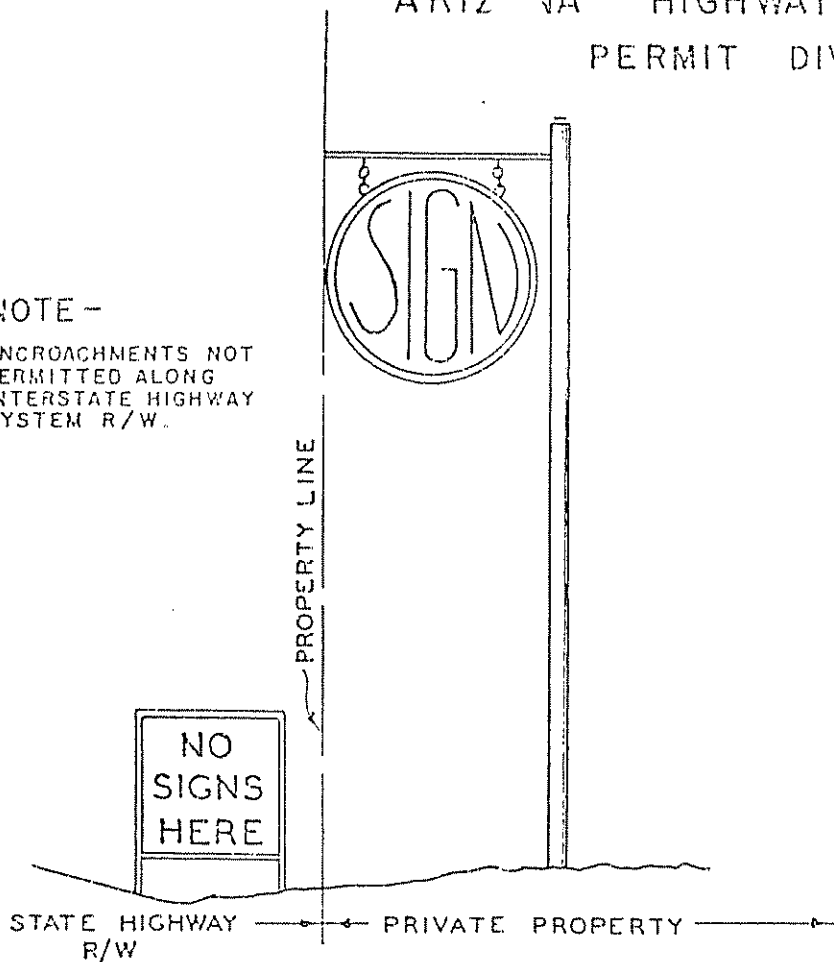


FIG. NO. 1
No Permit Needed

- SIGNS -

WITH WORDS "STOP" - "SLOWDOWN"
ETC., OR OF SIMILAR SHAPE OR COLOR
AS OFFICIAL SIGNS *NOT PERMITTED.*

ALL SIGNS, AWNINGS OR OTHER STRUCTURES
REQUIRING PERMIT SHALL ALSO BEAR THE
PERMIT NUMBER IN LEGIBLE LETTERS NOT
LESS THAN ONE (1) INCH HIGH.

NOTE-A-

LENGTH OF AWNINGS MAY
VARY AS SHOWN IN FIG 2
FOR LENGTH OF SIGNS,
EXCEPT WHERE CITY OR
COUNTY ORDINANCES PROVIDE
SMALLER MAXIMUMS.

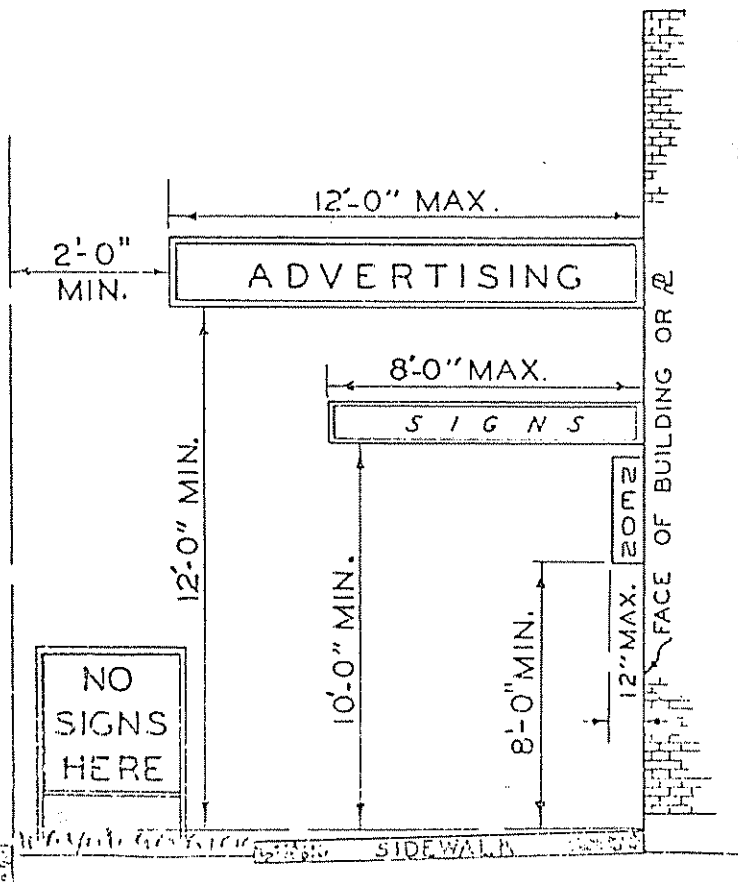


FIG. NO. 2
Permit Needed

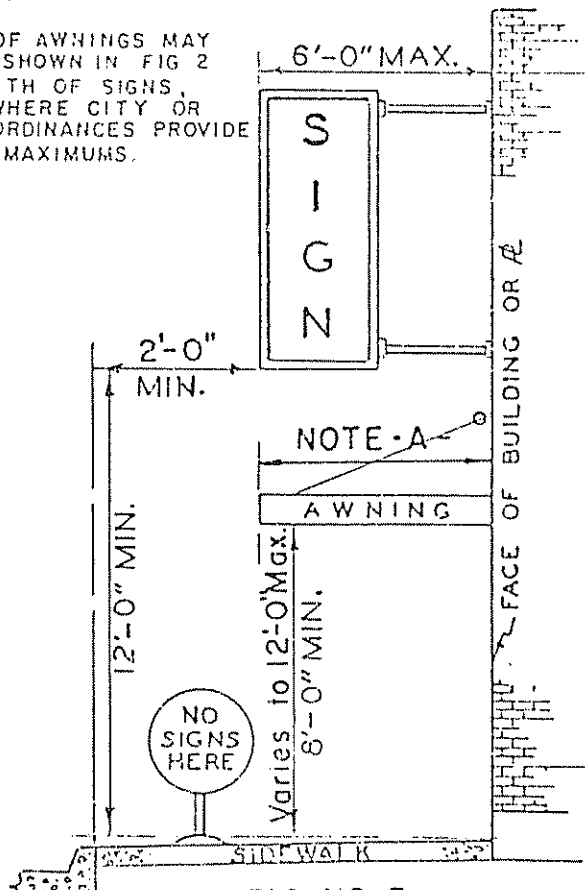


FIG. NO. 3
Permit Needed

ANNUAL PREMIUM ENDORSEMENT

Insurance is provided by the Stock Company designated by ☒ and hereinafter called the Company☒ THE HOME INSURANCE COMPANYPOLICY
NUMBER IST 851 82 27☐ THE HOME INDEMNITY COMPANY☐ CITY INSURANCE COMPANY☐ THE HOME INSURANCE COMPANY
OF ILLINOIS☐ THE HOME INSURANCE COMPANY
OF INDIANAPRODUCER
NO-OPC 11764-671

INSURED NAME, P.O. ADDRESS AND ZIP CODE

City of Flagstaff, City of
Flagstaff, Municipal Facilities Corp.
An Arizona Non-Profit Corporation
P.O. Box 1208
Flagstaff, Arizona 86001

PRODUCER NAME, P.O. ADDRESS & ZIP CODE

McCullough Ins. Agency
P.O. Box 1000
Flagstaff, Arizona 86001

Policy Period:

7-1-787-1-81

INCEPTION (MO DAY YR)

EXPIRATION (MO DAY YR)

PREMIUM

\$ 115,815.

(Subject to adjustment as provided in policy)

For the Period

From 7-1-80* To 7-1-81*Any Amendments listed below apply as of the
effective date of the premium period

(SIC 8551)

8-6-80 lfb

THIS POLICY IS AMENDED AS INDICATED BELOW ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

SECTION | NEW LIMITS OR AMOUNTS AND COINSURANCE - COVERS - LOCATIONS

I

\$12,095.700.

90%

A & B

Blanket

OTHER CHANGES

THIS INSTRUMENT SHALL NOT BE VALID UNLESS COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

TIMOTHY P. REAMES Secretary

PETER C. R. HUANG President
of THE HOME INSURANCE COMPANY

HENRY P. LENZ President
of THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO OF ILLINOIS
THE HOME INSURANCE CO OF INDIANA

COUNTERSIGNED AT

Flagstaff, Arizona

DATE (MO DAY YR)

7-1-80

AUTHORIZED SIGNATURE

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true and correct copy of an extract of the Minutes of the Flagstaff City Council Meeting, held October 21, 1980.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 13th day of January, 1981.


CITY CLERK

(SEAL)

Exhibit "A"

RESOLUTION

Be it resolved on this date, June 9, 1981 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Flagstaff, enter into the intergovernmental agreement for the purpose of maintaining those certain State Highways known as U.S. Route 66 and 89, Alterate U.S. Route 89, U.S. Route 180, and State Route 79, which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF FLAGSTAFF over those certain streets known as Santa Fe, Humphrey Street, Fort Valley Road, Columbus Avenue and Milton Road which form the necessary links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY OF FLAGSTAFF.

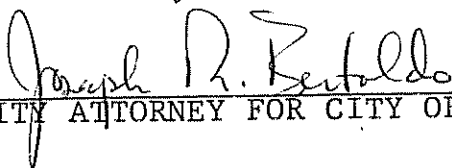


W. A. ORDWAY
Arizona Department of Transportation

CITY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

The attached Intergovernmental contract between the State of Arizona and the City of Flagstaff which is an agreement between public agencies has been reviewed pursuant to A.R.S. §11-95 2 D by the undersigned City Attorney who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Charter of the City of Flagstaff

DATED this 13th day of January, 1981.


CITY ATTORNEY FOR CITY OF FLAGSTAFF



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-237, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of May, 1981.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division